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MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CASA PARK VILLAS

THIS DECLARATION is made this 24 day of DECEMBER, 1983,
by URBAN OF TUSCAWILLA, INC., a Florida corporation, which
declares hereby that "The Properties" as described in Article II
hereof are and shall be held, transferred, sold, conveyed and
occupied subject to the covenants, restrictions, easements,
charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless
the context shall prohibit) shall have the following meanings:

(a) "Association" or "Master Association" shall
mean and refer to CASA PARK VILLAS MASTER ASSOCIATION, INC.,
a Florida corporation not for profit, which is (or is to be)
incorporated.

(b) "Common Areas" shall mean the property des-
cribed in Exhibit A attached to this Declaration, which are
the main roads providing vehicular access from the public
rights of way fronting The Properties, together with, if
applicable, all Landscaping and Pedestrian Areas, entry
features, signs identifying the Development (or portions
thereof), and the main gatehouse (if any); and such similar
property which may hereafter be added by supplemental decla-
ration regardless of whether any such items are capable of
being legally described or lie within dedicated areas or
abut The Properties; together with the landscaping and any
improvements thereon, but excluding any public utility
installations thereon. Developer shall have the right, sub-
ject to obtaining all required governmental approvals and
permits, to construct on the Common Areas such facilities as
Developer deems appropriate. The timing and phasing of all
such construction shall be solely within the discretion of
Developer.

(c) "Developer" shall mean and refer to Urban of
Tusawilla, Inc., a Florida corporation, its successors and
such of its assigns as to which the rights of Developer
hereunder are specifically assigned. Developer may assign
only a portion of its rights hereunder, or all or a portion
of such rights in connection with appropriate portions of
the Development. In the event of such a partial assignment,
the assignee shall not be deemed the Developer, but may
exercise such rights of Developer specifically assigned to
it. Any such assignment may be made on a non-exclusive
basis.

(d) The "Development" shall mean all property
legally described in Exhibit B attached to this Declaration
which is intended to be made part of a common scheme of
development in the manner specified hereunder.

(e) "Landscaping and Pedestrian Areas" shall mean
and refer to strips of land of varying widths abutting the

700 W. 11th St., Cape Coral, FL 33914
Whitler Springs, FL 33156 SA 708

This instrument
prepared by:

Linda K. Adler
1401 Brickell Avenue
Miami, Florida 33131

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Common Areas in The Properties or abutting public rights of way fronting The Properties for portions or all of their entire length, notwithstanding that any such strips of land may lie within the common areas owned by Sub-Associations within the Development. The Developer shall make reasonable efforts to indicate a physical boundary between the Landscaping and Pedestrian Areas referred to above and such other common areas, but in the absence of such physical boundary, the Developer shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected associations and Owners within the Development. The fact that certain of such Landscaping and Pedestrian Areas are not legally described shall not affect their character as Common Areas for purposes hereof.

(f) "Lot" shall mean and refer to any Lot on the various plats of portions of the Development, which plats are designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent Developer is not the Owner thereof, then designated by Developer joined by the Owner thereof), any Lot shown upon any resubdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration. To the extent the Developer is not the Owner of a Lot then such declaration shall be made by the Developer joined by the Owner thereof.

(g) "Member" shall mean and refer to all those Owners who are Members of the Master Association as hereinafter provided.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(i) "Sub-Association" shall mean any townhome association or other association created or to be created to administer specific portions of the Development and common properties or elements lying within such portions pursuant to a declaration of covenants and restrictions affecting such portions.

(j) "Developer's Properties" shall mean and refer to that portion of the Development now owned by the Developer, legally described in Exhibit C attached to this Declaration.

(k) "Other Owner" shall mean and refer to the Owner, as of the date this Declaration is recorded, of the portion of the Development more particularly described in Exhibit D, attached hereto and made a part hereof.

(l) "Other Owner's Properties" shall mean and refer to that portion of the Development owned by the Other Owner, as of the date of recordation of this Declaration, legally described in Exhibit D attached to this Declaration and made a part hereof.

(m) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(n) "Unit" shall mean and refer to any dwelling unit constructed on a Lot (whether separately owned or rented by the Owner of such Lot) erected on any parcel of land within The Properties, which land is designated by Developer by recorded instrument to be subject to this Declaration (and to the extent Developer is not the Owner thereof, then by Developer joined by the Owner thereof).

All references in this instrument to recording data refer to the Public Records of Seminole County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida, and is more particularly described in Exhibit E attached hereto and shall initially constitute The Properties. To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring other land within the Development under the provisions of this Declaration by recorded supplemental declarations (which shall not require the consent of then existing Owners (except in the case of property not then owned by Developer, in which case the Owner thereof shall join in the applicable supplemental declaration) or the Association) and thereby add to The Properties. Except as provided in Article VIII, Section 12 hereof, nothing in this Declaration, however, shall obligate Developer to add to The Properties or to develop future portions, if any, of the Development under such common scheme, nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Developer and shall evidence such consent in writing if requested to do so by the Developer at any time. Supplemental Declarations may also be recorded for the other purposes expressed herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Master Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Master Association.

Section 2. Voting Rights. The Master Association shall have three (3) classes of voting Members:

Class A. Class A Members shall be all those Owners of Lots located on The Properties with the exception of (i) the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify) and (ii)

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the Class C Members (as long as the Class C membership shall exist, and thereafter, the Class C Member shall become a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time, provided that the Class B membership shall cease and terminate one (1) year after the last Lot within the Development owned by Developer has been sold and conveyed and all other portions of the Development owned by Developer have been conveyed to third-parties, or at any time prior to that date at the election of the Developer.

Class C. The Class C Member shall be the Other Owner. The Class C Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time (that is, in the aggregate, Class C Member shall have the same number of votes as the Class B Member). The Developer has an option to acquire the Other Owner's Properties. In the event the Developer acquires the Other Owner's Properties, within thirty (30) days of the transfer of title to said property to Developer, Developer shall record a supplement to this Declaration providing that the Class C membership shall cease to exist. The Class C Member shall not come into existence, and therefore shall have no right to vote, until a supplement to this Declaration effectuating such voting rights and requiring the commencement of the Class C Member's obligation to pay assessments for the number of Lots located on the Other Owner's Properties (but in no event for less than 168 Lots), which supplement shall be recorded by Developer (without the necessity of the joinder of the Other Owner) in the Public Records of Seminole County within thirty (30) days of the expiration of the Developer's option to acquire the Other Owner's Properties.

Section 3. General Matters. When reference is made in this Declaration, or in the Articles, By-Laws, Rules and Regulations, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of The Properties, in the manner specified in this Declaration, and all the Developer's and such Owners' respective lessees, guests and invitees. When all improvements proposed by Developer to be constructed within The Properties have been completed and conveyed to purchasers (if applicable), or sooner at Developer's option exercisable from time to time as to any por-

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tion or all of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer (or cause to be conveyed and transferred) the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described, including, but not limited to, the Landscaping and Pedestrian Areas) to the Master Association, and the Master Association shall accept such conveyance, holding title for the Owners and Members as stated in the preceding sentence. Beginning upon the date these covenants are recorded, the Master Association shall be responsible for the maintenance of all Common Areas (whether or not conveyed or to be conveyed to the Master Association) in a continuous and satisfactory manner without cost to the general taxpayers of Seminole County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Master Association shall be proportionally assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between Developer and the Master Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Areas or elsewhere in The Properties that Developer elects to effect, and Developer and the Other Owner shall have the right to use the Common Areas for sales, displays and signs during the period of construction and sale of any of the land owned by Developer within the Development.

Section 2. Members' Easements. Each Class A, Class B and Class C Member (when activated) of the Master Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Master Association, their tenants, agents and invitees.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all Sub-Associations and their members.

(b) The right and duty of the Master Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(c) The right of the Master Association to suspend the voting rights and right of an Owner (or Member) for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Master Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facili-

ties at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, security, communications and other similar purposes deemed appropriate by the Association (to which such creation or contract all Owners hereby consent).

(f) Anything to the contrary in this Declaration notwithstanding, the Developer shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas under such terms as Developer, its successors and assigns, may from time to time desire without interference from the Association.

(g) - The right to the use and enjoyment of the Common Areas in the case of Class A Members shall extend to each permitted user's immediate family who reside with him, subject to regulation from time to time by the Master Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Master Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Areas, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, signage, entry features, and structures, except utilities, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Master Association shall assume all of Developer's (and its predecessors') responsibility to Seminole County of any kind with respect to the Common Areas, including, but not limited to, roads and the entry features, and shall indemnify Developer and hold Developer harmless with respect thereto. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale, the Master Association, on behalf of itself and/or all or appropriate Sub-Associations, shall have the power to incur, by way of contract or otherwise, expenses general to the Development, or appropriate portions thereof, and the Master Association shall then allocate portions of such expenses among the Master Association and/or affected Sub-Associations, based on the relative amount of property governed by the Master Association and/or affected Sub-Associations and the size and type of improvements and Units located thereon. The portion so allocated to the Master Association or any Sub-Association shall be deemed a general expense thereof, collectible through assessments. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-

use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Utility Easements. Public utilities shall be installed underground in the Common Areas when necessary for the service of The Properties. The Developer and its and their designees shall have the right also to install and maintain community and/or cable TV and security and other communications lines, equipment and material (and all future technological advances not now known) in the Development and perpetual easements are hereby reserved for the Developer and such designees over the Common Areas for this purpose. All use of utility, cable TV and communication easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE V

LANDSCAPING AND PEDESTRIAN AREAS

Section 1. Maintenance. Without limiting the generality of other provisions hereof, the Landscaping and Pedestrian Areas shall be maintained by the Master Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without cost to the general taxpayers of Seminole County, and without direct expense to the Owners of the Lots upon which the Landscaping and Pedestrian Areas are situated or abut, except for their share of the general common expenses. Such maintenance shall extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this Section.

Section 2. Limitations on Use. The Landscaping and Pedestrian Areas shall be used for the purposes of landscaping, a planting screen buffer and for installation and maintenance of underground utilities and lines, and shall not be used by Owners of the respective Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Landscaping and Pedestrian Areas, except for access to the sales model areas.

ARTICLE VI

MASTER ASSOCIATION-- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for each Lot owned by it (or them) within The Properties, hereby, respectively, covenant and agree, and each Owner of any Lot 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 Master Association annual assessments or charges for the mainte-

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nance, operation, management and insurance of the Common Areas as provided herein, including, but not limited to, the Landscaping and Pedestrian Areas and other items described herein as Common Areas whether or not such items are on property dedicated to the County or owned by Sub-Associations or otherwise, including such reasonable reserves as the Master Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time. All assessments shall be imposed equally against all Lots within The Properties and those that may in the future be subject to liens of the Master Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided herein, security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Master Association and their families residing with them (if applicable) and their tenants, agents and invitees.

Section 3. Capital Improvements. Funds in excess of \$50,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the Master Association may be levied as special assessments by the Master Association upon approval by a majority of the Board of Directors of the Master Association and upon approval of 66-2/3% favorable vote of Members voting at a meeting or by ballot as may be provided by the By-Laws of the Master Association.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board of Directors of the Master Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Anything to the contrary herein notwithstanding, the Other Owner's Properties shall not be subject to assessment hereunder until after the activation of the Class C Member as provided in Article III, Section 2.

Section 5. Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Master Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Master Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. The Master Association shall collect the assessments of the Master Association, and the assessments of all Sub-Associations, if any. All such assessments shall be collected as part of a lump sum charge imposed by the Master Association. That portion of the lump sum attributable to assessments of Sub-Associations shall be certified to the Master Association with respect to each applicable Lot by such Sub-Association(s) at least thirty (30) days prior to the applicable assessment period, and in the absence of such certification, the Master Association shall assume that the assessments due such Sub-Association(s) with respect to any particular Lot are the same as the assessments previously imposed against such Lot by such Sub-Association(s) in the last previous assessment period for which a certification was given. The Master Association shall pay sums collected on behalf of Sub-Associations to such Sub-Associations within thirty (30) days of the date of receipt of such sums.

The Master Association may, at any time and from time to time, cease collecting the assessments due the aforesaid Sub-

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Associations upon sixty (60) days' prior written notice to said Sub-Associations, or any of them (whereupon it shall be the duty of said Sub-Association(s) to make such collections directly), and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Master Association.

In making such collections for Sub-Associations, the Master Association is acting only as a collection agent on behalf of such Sub-Associations and sums collected as such agent shall not be considered assessments of the Master Association for any purpose. All remedies for non-payment of such Sub-Associations' assessments shall be vested in and pursued solely by the Sub-Associations directly against the applicable Owners.

If the installments of an assessment are not paid on the dates when due (being the dates specified herein), then such installments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot (or interest) in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Master Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next 12 months' worth of installments may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate and the Master Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next 12 months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot shall be levied by the Association for such purpose.

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In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Master Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of the Master Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Master Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be cumulative.

Section 7. Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is in favor of any institutional lender and is now or hereafter placed upon a portion of The Properties subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or such mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in Section 1 of this Article, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessment under this Article shall be superior to liens for assessments of the Sub-Associations which may be referred to in declarations of restrictions and protective covenants recorded with respect to certain Lots. In the event only a portion of the assessments of the Master Association and Sub-Associations are collected, the amount collected shall be applied first to assessments of the Master Association and the balance, if any, shall be paid to such Sub-Associations.

Section 8. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within The Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer either

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(i) funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time and not produced by assessments receivable from other Members of the Master Association, or (ii) certifies to the Association in advance for any particular calendar year and pays during such year an amount which the Developer is willing to contribute to the Association for such year (all additional expenses to be borne by the Owners other than the Developer as part of their assessments as provided herein). Developer may at any time and from time to time commence paying assessments as to Lots that it or they own and thereby automatically terminate its obligation to fund deficits or make such contributions, but may at any time thereafter and from time to time again elect to follow either of the procedures specified in the preceding sentence. When all Lots within the Developer's Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind to the Master Association for the payment of assessments, deficits or contributions.

Section 9. Trust Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master Association for the Owners of all Lots as their interests may appear, and the Master Association may invest such funds in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Section 10. Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Master Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

ARTICLE VII

RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner and his tenants, guests, invitees, employees and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated herein.

Section 2. Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall have the right to suspend voting rights as specified herein.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees, employees or agents, to comply herewith or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the infraction or infractions. Included in the

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notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

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

(e) Collection of Fines: Fines shall be treated as a special assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

Section 4. Initial Rules and Regulations. Attached to this Declaration as Schedule A are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records.

for a Point of Beginning, thence run ¹⁵⁴⁷ South 75° 28' 49" West 11.59 feet, thence run North 14° 31' 11" West ¹³⁴³ 13.44 feet, thence run South 55° 17' 35" East 17.74 feet to the Point of Beginning.

all of which Real Property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration."

3. Exhibit "A" to the Declaration, which said Exhibit "A" is recorded in Official Records Book 1515, Page 1979, Public Records of Seminole County, Florida, is hereby amended by deleting all of the text thereof and inserting the following language:

Exhibit "A"

"The Common Areas, being all property other than Lots and Units (excluding public utility installations), as shown on the plat of Casa Park Villas Phase I, according to the plat thereof as recorded in Plat Book 29, Page 34 and 35, of the Public Records of Seminole County, Florida, less and except the following described parcel: Commence at the Northeast corner of said Casa Park Villas Phase I thence run South 86° 19' 59" West 248.13 feet, thence run South 56° 24' 53" West 300.00 feet, thence run North 55° 17' 35" West 92.48 feet for a Point of Beginning, thence run South 75° 28' 49" West 11.59 feet, thence run North 14° 31' 11" West 13.44 feet, thence run South 55° 17' 35" East 17.74 feet to the Point of Beginning."

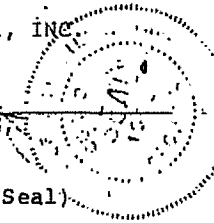
IN WITNESS WHEREOF, Urban of Tusawilla, Inc., has caused these presents to be executed in its corporate name, by its officers duly authorized, and its corporate seal to be affixed hereto, the date and year first written above.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

URBAN OF TUSCAWILLA, INC.

By: *[Signature]*
ALAN H. GINSBURG
Its President



(Corporate Seal)

Attest: *[Signature]*

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Alan H. Ginsburg and *[Signature]*, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and *[Signature]* of Urban of Tusawilla, Inc., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as President and *[Signature]*, respectively of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 16th day of May, 1984.

[Signature]
NOTARY PUBLIC
My Commission Expires May 12, 1987
Notary Public, State of Florida
My Commission Expires May 12, 1987
BANKED FROM THE STATE OF FLORIDA, 1984

PROPOSED COMMON AREAS MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation, hereinafter called "Association", and Urban Management Company Incorporated, a Florida corporation, hereinafter called "Management Firm".

W I T N E S S E T H :

WHEREAS, Management Firm is in the business of managing and maintaining common areas and recreational facilities; and

WHEREAS, Association is obligated to operate and maintain, for its Members' benefit, the Common Areas described in the Declaration of Covenants and Restrictions recorded under Clerk's File No. _____ of the Public Records of Seminole County, Florida (the "Covenants") (the definitions of which are incorporated herein by this reference) and is desirous of employing Management Firm for the purposes of performing such services; and

WHEREAS, Management Firm has agreed to provide such services to Association and its membership, all for the consideration, and upon the terms, provisions and conditions, hereinafter set forth; and

WHEREAS, authority is granted in the Covenants, Articles of Incorporation and/or By-Laws of Association to enter into contracts for management and maintenance;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter contained to be performed by each party in favor of the other, Association and Management Firm represent, warrant, covenant and agree as follows:

1. Association hereby employs Management Firm, and Management Firm hereby accepts such employment, for the consideration hereinafter recited, and for the time and upon the terms, provisions and conditions hereinafter set forth.

2. The duties which the Management Firm assumes and agrees to perform for Association shall be the performance of such undertakings as are necessary to maintain and operate the Common Areas for the membership of the Association, and to otherwise perform such of the obligations of the Association as may be lawfully delegated, and without limiting the generality of the foregoing, Management Firm shall provide consultation, advice, guidance, maintenance and managerial services necessary to do and accomplish the following as, when and if needed:

A. To manage and maintain the Common Areas and other property owned by Association as established in the Covenants.

B. To collect and receive in the name of Association or as agent for Association all assessments and other charges which may be due from Members or others. Management Firm is hereby given the right to receipt for any and all assessments and charges and, in the event that the payment of any assessments or charges due to Association may be in default, to take such legal action as may be necessary to enforce any and all rights which Association may have

against the Member, tenant or other party who is delinquent in their payment to Association. Management Firm shall further furnish Association at least once each quarter an itemized list of all delinquent accounts on or about the 15th day of each and every quarter during the term hereof.

C. To take such action as may be necessary to comply promptly with any and all orders or requirements of any federal, state, county or municipal authority having jurisdiction, provided, however, except in the event of emergencies, Management Firm shall not take any such action without notifying the Board of Directors of Association if time so permits, and Management Firm shall not take any action so long as Association is contesting, or has affirmed its intention to protest, any such order or requirements.

D. Where applicable, to make contracts for furnishing of water, electricity, gas, telephone, exterminating services, garbage disposal and such other services as Management Firm shall deem to be in the best interest of Association. Management Firm shall place orders for such equipment, tools, appliances, materials and supplies as are necessary in the opinion of Management Firm. Orders shall be made in the name of the Association or in the name of Management Firm as agent for Association.

E. To operate the Common Areas and to enforce rules and regulations relating to their use by the membership of Association.

F. To prepare an annual Budget not less than thirty (30) days before the beginning of each fiscal year, setting forth an itemized statement of anticipated receipts and disbursements for the forthcoming year, based upon the previous year's experience and taking into account the general condition of the Common Areas and the objectives for the ensuing year, and to submit to the Board of Directors of Association wage rate recommendations for the forthcoming year.

G. To select a certified public accountant and legal counsel for Association and to work in conjunction with such accountant and legal counsel to aid in the preparation of any and all forms, reports and returns required by law to be filed by Association with any governmental authority, provided this provision shall not suggest that any audit is required.

H. To at all times keep and maintain a separate set of books and records for Association, which records shall be subject to examination at all reasonable hours, and to prepare and render quarterly or semi-annual statements of income and expense to the Board of Directors.

I. On behalf of Association, to enforce (where permitted by law) use restrictions that may from time to time exist as to Members of the Association.

J. To prepare disbursements of Association funds to pay (1) salaries and any other compensation due and payable to employees of Association, and (2) costs and expenses incurred in carrying out Management Firm's duties and responsibilities under this Agreement. All bank accounts maintained by Management Firm for Association shall be maintained in a bank whose deposits are insured by an agency of the federal government and shall be placed in accounts styled so as to indicate the custodial nature thereof, but

SEMIWOLE CO. FL.
ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, any Sub-Association established by other covenants that may from time to time be recorded, the Owner of any land subject to this Declaration, the Committee and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Master Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Master Association, the Developer, the Committee, any Sub-Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by any architectural control committee established in other covenants that may from time to time be recorded.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants; restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer, for so long as it holds title to any Lot or Unit affected by this Declaration; or alternatively, by approval at a meeting of Owners holding not less than 66-2/3% of the votes of the membership of the Master Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. In the event Urban of Tusawilla, Inc. is not the Developer, no amendment may be made which, in the opinion of Urban of Tusawilla, Inc. adversely affects its interest without its consent. The foregoing sentence may not be amended.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Seminole County Public Records.

Section 8. Cumulative Effect. The provisions of this Declaration shall be superior to and take precedence over the provisions of any declarations of restrictions and protective covenants establishing a Sub-Association or applicable to multi-family apartment units that may now or hereafter be recorded from time to time in the Development.

Section 9. Withdrawal. Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Developer or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for the Development desired to be effected by the Developer.

Section 10. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, substantial completion, or other action by the Developer, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer, the Association or the Committee shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer, Association or Committee, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 11. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantees in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created, shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement, and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 12. Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR

RECORDED
 1940
 1515

1515 1949

SEMIWOLE CO. FL.

ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTION TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 14. Mandatory Merger. The Developer can, by written notice to the Association (and each or all Sub-Associations) require any or all of such Sub-Associations and the Association to merge or consolidate (at Developer's election) into a single association which will then govern all the lots affected by such merger or consolidation under and pursuant to all applicable declarations then affecting such lots. The consent of Members and members of the Boards of Directors to such merger or consolidation shall not be required, but to the extent, notwithstanding the foregoing, they must be obtained, such consents shall be deemed given by acceptance by each of such persons or entities of the respective deeds to each of their respective Lots. In the event of any such merger or consolidation, all regular expenses incurred by the resulting association in respect of all of the properties governed by such association shall be shared equally by all affected lots (including, but not limited to, the Lots).

Section 15. In the event of a permanent dissolution of the Association, the Owners shall immediately thereupon hold title to the Common Areas as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the City of Winter Springs. In no event shall the City of Winter Springs be obligated to accept any dedication offered to it by the Association or the owners pursuant to this Section, but the City of Winter Springs may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered City Commission of Winter Springs. Anything to the contrary herein notwithstanding, this Section may not be amended without the written consent of the City of Winter Springs.

EXECUTED as of the date first above written.

Signed in the presence of:

URBAN OF TUSCAWILLA, INC.

Alan H. Ginzburg

BY: [Signature]
President

Steve Koss

(Corporate Seal)

STATE OF FLA)
COUNTY OF Seminole) SS:

The foregoing instrument was acknowledged before me, this 24 day of DECEMBER, 1983, by ALAN H. GINZBURG, THE President of URBAN OF TUSCAWILLA, INC., a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires March 24, 1985
Bonded thru Lawyers Surety Corp.

[Signature]
Notary Public
States of Florida at Large
[Notary Seal]

1515 1950

SEMIWOLE CO. FL.

JOINER OF OTHER OWNER

WINTER SPRING DEV. CORP., being the Other Owner hereby joins in the foregoing Declaration for the purpose of subjecting its interest in the Development to the Declaration.

Witnesses:

WINTER SPRING DEV. CORP.

Adrienne S. Hill
Robert BT

By: W. Blair
PRESIDENT

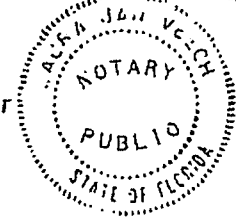
STATE OF Florida)
COUNTY OF Seminole) SS:

The foregoing instrument was acknowledged before me this 5th day of January, 1984, by W. Blair, PRES of WSP DEV. CORP., a FLORIDA corporation, on behalf of such corporation.

Laura Jane Neach
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 18, 1986
Sandy, R. Wilson Ins. Insurance Co. of Hartford



1515 1951

SEMINOLE CO. FL.

JOINDER OF MORTGAGE

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States of America, being the owner and holder of that certain Mortgage on the property described in the foregoing Master Declaration of Covenants and Restrictions for Casa Park Villas, which Mortgage is dated 9-30-83, and recorded ~~83~~ 10/25/83, in Official Records Book 1497, Page 1425, of the Public Records of Seminole County, does hereby join in the foregoing Master Declaration of Covenants and Restrictions for Casa Park Villas and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration, provided, however, that nothing herein shall be deemed to constitute a waiver of any rights reserved or granted to Mortgagee (or similarly situated parties) in said Declaration.

Witnesses:

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION

Shirley Scoulton
Rhoda Edwards

By: [Signature] President

(Corporate Seal)

STATE OF Florida)
COUNTY OF Volusia) SS:

The foregoing instrument was acknowledged before me this 28th day of December, 1988 by [Signature] President of Heritage Federal Savings & Loan Assoc. a corporation organized under the laws of the United States of America, on behalf of the corporation.

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 2-29-84

1515 1952

SEMINOLE CO. FL.

EXHIBIT "A"

The main roads, being Casa Park Circle South and Casa Park Circle East, providing vehicular access from the public right of way known as Trotwood Boulevard through the Developer's Properties to the Other Owner's Properties, as said roads are shown on the Plat of Casa Park Villas Phase I, according to the Plat thereof, as recorded in Plat Book 29, Page 34-35 of the Public Records of Seminole County, Florida.

1515. 7953

SEMINOLE CO. FL.

EXHIBIT "B"

INCLUDED BY Final 10m
OR 1547
P8 1338

All of Casa Park Villas Phase I, according to the Plat thereof, recorded in Plat Book 19, at Page 34+35 of the Public Records of Seminole County, Florida;

AND

Begin at a point on the West Line of Tusawilla Unit 9, according to the Plat thereof as recorded in Plat Book 24, Pages 72 and 73 of the Public Records of Seminole County, Florida, at a point lying 210.0 feet North of the Southwest corner of said Plat, said point also being the Northeast corner of Tusawilla Place, A Condominium Phase I, as recorded in O.R.B. 1281, Page 1887 of said Public Records, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tusawilla Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tusawilla Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on the Plat of Tusawilla Unit 8, Sheet Three of Four, according to the Plat thereof as recorded in Plat Book 23, Page 27 of said Public Records, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 207.29 feet, thence run N 05°08'30"E 10.85 feet, thence run N 84°51'30"W 10.0 feet, thence run N 05°08'13"E 476.45 feet to a concrete monument, said monument lying on the Westerly extension of the Northerly line of Lots 39, 40, 47 and 48 of said Tusawilla Unit 9, thence run S 84°51'30"E 1435.90 feet to a concrete monument, said monument being the Northwest corner of said Lot 39, thence run S 00°01'24"W along said West line of Tusawilla Unit 9 a distance of 817.27 feet to the point of beginning; less begin at the aforesaid point of beginning, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tusawilla Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tusawilla Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on said Plat of Tusawilla Unit 8, Sheet Three of Four, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 175.0 feet, thence run N 85°32'47"E 124.73 feet, thence run S 72°45'27"E 115.82 feet, thence run N 77°42'13"E 104.80 feet, thence run S 87°51'07"E 212.0 feet, thence run N 06°48'09"E 87.87 feet, thence run S 88°35'23"E 250.49 feet, thence run S 55°17'35"E 200.0 feet, thence run N 56°24'53"E 300.0 feet, thence run N 86°19'59"E 248.13 feet to a point on the West line of said Tusawilla Unit 9, said point being S 00°01'24"W 250.0 feet from the Northwest corner of Lot 39 of said Tusawilla Unit 9, thence run S 00°01'24"W 567.27 feet to the point of beginning. Containing 13.5734 Acres more or less.

1515 1954

SEMINOLE CO. FL.

EXHIBIT "C"

All of Casa Park Villas Phase I, according to the Plat thereof, as recorded in Plat Book 29, at Page 34/425 of the Public Records of Seminole County, Florida.

AMENDED BY
1st Amendment / OR 1547
PC 1337

EXHIBIT "D"

Begin at a point on the West Line of Tuscawilla Unit 9, according to the Plat thereof as recorded in Plat Book 24, Pages 72 and 73 of the Public Records of Seminole County, Florida, at a point lying 210.0 feet North of the Southwest corner of said Plat, said point also being the Northeast corner of Tuscan Place, A Condominium Phase I, as recorded in O.R.B. 1281, Page 1887 of said Public Records, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscan Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscan Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on the Plat of Tuscawilla Unit 8, Sheet Three of Four, according to the Plat thereof as recorded in Plat Book 23, Page 27 of said Public Records, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 207.29 feet, thence run N 05°08'30"E 10.85 feet, thence run N 84°51'30"W 10.0 feet, thence run N 05°08'13"E 476.45 feet to a concrete monument, said monument lying on the Westerly extension of the Northerly line of Lots 39, 40, 47 and 48 of said Tuscawilla Unit 9, thence run S 84°51'30"E 1435.90 feet to a concrete monument, said monument being the Northwest corner of said Lot 39, thence run S 00°01'24"W along said West line of Tuscawilla Unit 9 a distance of 817.27 feet to the point of beginning; less begin at the aforesaid point of beginning, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscan Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscan Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on said Plat of Tuscawilla Unit 8, Sheet Three of Four, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 175.0 feet, thence run N 85°32'47"E 124.73 feet, thence run S 72°45'27"E 115.82 feet, thence run N 77°42'13"E 104.80 feet, thence run S 87°51'07"E 212.0 feet, thence run N 06°48'09"E 87.87 feet, thence run S 88°35'23"E 250.49 feet, thence run S 55°17'35"E 200.0 feet, thence run N 56°24'53"E 300.0 feet, thence run N 86°19'59"E 248.13 feet to a point on the West line of said Tuscawilla Unit 9, said point being S 00°01'24"W 250.0 feet from the Northwest corner of Lot 39 of said Tuscawilla Unit 9, thence run S 00°01'24"W 567.27 feet to the point of beginning. Containing 13.5734 Acres more or less.

EXHIBIT "E"

AMENDED BY FIRST AMENDMENT

All of Casa Park Villas Phase I, according to the Plat thereof, recorded in Plat Book 29, at Page 34435, of the Public Records of Seminole County, Florida;

OR 1547
P8 133P

AND

Begin at a point on the West Line of Tuscawilla Unit 9, according to the Plat thereof as recorded in Plat Book 24, Pages 72 and 73 of the Public Records of Seminole County, Florida, at a point lying 210.0 feet North of the Southwest corner of said Plat, said point also being the Northeast corner of Tuscany Place, A Condominium Phase I, as recorded in O.R.B. 1281, Page 1887 of said Public Records, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscany Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscany Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on the Plat of Tuscawilla Unit 8, Sheet Three of Four, according to the Plat thereof as recorded in Plat Book 23, Page 27 of said Public Records, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 207.29 feet, thence run N 05°08'30"E 10.85 feet, thence run N 84°51'30"W 10.0 feet, thence run N 05°08'13"E 476.45 feet to a concrete monument, said monument lying on the Westerly extension of the Northerly line of Lots 39, 40, 47 and 48 of said Tuscawilla Unit 9, thence run S 84°51'30"E 1435.90 feet to a concrete monument, said monument being the Northwest corner of said Lot 39, thence run S 00°01'24"W along said West line of Tuscawilla Unit 9 a distance of 817.27 feet to the point of beginning; less begin at the aforesaid point of beginning, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscany Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscany Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on said Plat of Tuscawilla Unit 8, Sheet Three of Four, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 175.0 feet, thence run N 85°32'47"E 124.73 feet, thence run S 72°45'27"E 115.82 feet, thence run N 77°42'13"E 104.80 feet, thence run S 87°51'07"E 212.0 feet, thence run N 06°48'09"E 87.87 feet, thence run S 88°35'23"E 250.49 feet, thence run S 55°17'35"E 200.0 feet, thence run N 56°24'53"E 300.0 feet, thence run N 86°19'59"E 248.13 feet to a point on the West line of said Tuscawilla Unit 9, said point being S 00°01'24"W 250.0 feet from the Northwest corner of Lot 39 of said Tuscawilla Unit 9, thence run S 00°01'24"W 567.27 feet to the point of beginning. Containing 13.5734 Acres more or less.

RECORDED & VERIFIED
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SEMINOLE COUNTY
CLERK OF THE COURT
FL.

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SEMINOLE CO. FL.

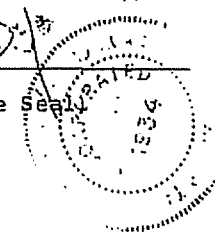
HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States of America, being the owner and holder of that certain mortgage on the property described in the instrument above for Casa Park Villas, which mortgage is dated the 30th day of September, 1983 and recorded on the 25th day of October, 1983, in Official Records Book 1497, Page 1425, of the Public Records of Seminole County, Florida, does hereby join in the foregoing First Amendment to the Declaration of Covenants and Restrictions for Casa Park Villas and agrees that the lien of said mortgage shall be subject to the provisions of said instrument; provided, however, that nothing herein shall be deemed to constitute a waiver of any rights reserved or granted to mortgagee (or similarly situated parties) in said instrument.

Signed and sealed in the presence of:

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION

[Signature]
[Name]

By: [Signature]
(Corporate Seal)



STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that Harry S. Stomack, Jr., to me well known to be the Vice-President of Heritage Federal Savings and Loan Association, personally appeared before me and acknowledged that he executed this Joinder and Consent to the First Amendment to Declaration of Covenants and Restrictions for Casa Park Villas and affixed the corporate seal, and that the execution and seal affixed to this instrument was done pursuant to regular and due corporate authority, and that said acts were the free act and deed of said association.

[Signature]
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 19, 1987.

RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
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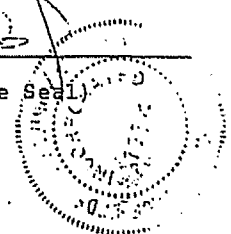
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Signed and sealed in the presence of:

HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION

[Handwritten signature]

By: *[Handwritten signature]*
(Corporate Seal)

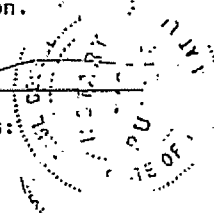


STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that Harry S. Wornick, Jr., to me well known to be the Vice-President of Heritage Federal Savings and Loan Association, personally appeared before me and acknowledged that he executed this Joinder and Consent to the First Amendment to the Master Declaration of Covenants and Restrictions for Casa Park Villas and affixed the corporate seal, and that the execution and seal affixed to this instrument was done pursuant to regular and due corporate authority, and that said acts were the free act and deed of said association.

[Handwritten signature]
NOTARY PUBLIC
My Commission Expires: _____



Notary Public, State of Florida
My Commission Expires May 19, 1987.

All of Casa Park Villas Phase I, according to the Plat thereof, recorded in Plat Book 29, at Page 34-35, of the Public Records of Seminole County, Florida, less and except the following described parcel: Commence at the Northeast corner of said Casa Park Villas Phase I, according to the plat thereof, thence run South 86°19'59" West 248.13 feet, thence run South 56°24'53" West 300.00 feet, thence run North 55°17'35" West 92.48 feet for a Point of Beginning, thence run South 75°28'49" West 11.59 feet, thence run North 14°31'11" West 13.44 feet, thence run South 55°17'35" East 17.74 feet to the Point of Beginning.

AND

Begin at a point on the West Line of Tuscawilla Unit 9, according to the Plat thereof as recorded in Plat Book 24, Pages 72 and 73 of the Public Records of Seminole County, Florida, at a point lying 210.0 feet North of the Southwest corner of said Plat, said point also being the Northeast corner of Tuscany Place, A Condominium Phase I, as recorded in O.R.B. 1281, Page 1887 of said Public Records, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscany Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscany Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on the Plat of Tuscawilla Unit 8, Sheet Three of Four, according to the Plat thereof as recorded in Plat Book 23, Page 27 of said Public Records, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 207.29 feet, thence run N 05°08'30"E 10.85 feet, thence run N 84°51'30"W 10.0 feet, thence run N 05°08'13"E 476.45 feet to a concrete monument, said monument lying on the Westerly extension of the Northerly line of Lots 39, 40, 47 and 48 of said Tuscawilla Unit 9, thence run S 84°51'30"E 1435.90 feet to a concrete monument, said monument being the Northwest corner of said Lot 39, thence run S 00°01'24"W along said West line of Tuscawilla Unit 9 a distance of 817.27 feet to the point of beginning; less begin at the aforesaid point of beginning, thence run N 85°13'38"W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscany Place, thence run S 54°57'41"W 273.68 feet to the most Westerly corner of said Tuscany Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on said Plat of Tuscawilla Unit 8, Sheet Three of Four, thence run N 34°48'44"W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of 39°16'10" to a P. O. C., thence run from said curve N 14°53'07"E 175.0 feet, thence run N 85°32'47"E 124.73 feet, thence run S 72°45'27"E 115.82 feet, thence run N 77°42'13"E 104.80 feet, thence run S 87°51'07"E 212.0 feet, thence run N 06°48'09"E 87.87 feet, thence run S 88°35'23"E 250.49 feet, thence run S 55°17'35"E 200.0 feet, thence run N 56°24'53"E 300.0 feet, thence run N 86°19'59"E 248.13 feet to a point on the West line of said Tuscawilla Unit 9, said point being S 00°01'24"W 250.0 feet from the Northwest corner of Lot 39 of said Tuscawilla Unit 9, thence run S00°01'24"W 567.27 feet to the point of beginning. Containing 13.5734 Acres more or less.

All of Casa Park Villas Phase I, according to the Plat thereof, recorded in Plat Book 29, at Page 34-35, of the Public Records of Seminole County, Florida, less and except the following described parcel: Commence at the Northeast corner of said Casa Park Villas Phase I, according to the plat thereof, thence run South $86^{\circ}19'59''$ West 248.13 feet, thence run South $56^{\circ}24'53''$ West 300.00 feet, thence run North $55^{\circ}17'35''$ West 92.48 feet for a Point of Beginning, thence run South $75^{\circ}28'49''$ West 11.59 feet, thence run North $14^{\circ}31'11''$ West 13.44 feet, thence run South $55^{\circ}17'35''$ East 17.74 feet to the Point of Beginning.

AND

Begin at a point on the West Line of Tuscawilla Unit 9, according to the Plat thereof as recorded in Plat Book 24, Pages 72 and 73 of the Public Records of Seminole County, Florida, at a point lying 210.0 feet North of the Southwest corner of said Plat, said point also being the Northeast corner of Tuscan Place, A Condominium Phase I, as recorded in O.R.B. 1281, Page 1887 of said Public Records, thence run N $85^{\circ}13'38''$ W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscan Place, thence run S $54^{\circ}57'41''$ W 273.68 feet to the most Westerly corner of said Tuscan Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on the Plat of Tuscawilla Unit 8, Sheet Three of Four, according to the Plat thereof as recorded in Plat Book 23, Page 27 of said Public Records, thence run N $34^{\circ}48'44''$ W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of $39^{\circ}16'10''$ to a P. O. C., thence run from said curve N $14^{\circ}53'07''$ E 207.29 feet, thence run N $05^{\circ}08'30''$ E 10.85 feet, thence run N $84^{\circ}51'30''$ W 10.0 feet, thence run N $05^{\circ}08'13''$ E 476.45 feet to a concrete monument, said monument lying on the Westerly extension of the Northerly line of Lots 39, 40, 47 and 48 of said Tuscawilla Unit 9, thence run S $84^{\circ}51'30''$ E 1435.90 feet to a concrete monument, said monument being the Northwest corner of said Lot 39, thence run S $00^{\circ}01'24''$ W along said West line of Tuscawilla Unit 9 a distance of 817.27 feet to the point of beginning; less begin at the aforesaid point of beginning, thence run N $85^{\circ}13'38''$ W 898.59 feet to an Iron Pipe Monument, said Monument being the most Northerly corner of said Tuscan Place, thence run S $54^{\circ}57'41''$ W 273.68 feet to the most Westerly corner of said Tuscan Place, said corner lying on the Northerly right of way line of Trotwood Boulevard as shown on said Plat of Tuscawilla Unit 8, Sheet Three of Four, thence run N $34^{\circ}48'44''$ W along said Northerly right of way line of Trotwood Boulevard 140.19 feet to the P. C. of a curve concave Southwesterly and having a radius of 580.0 feet, thence run Northwesterly along said curve 397.52 feet through a central angle of $39^{\circ}16'10''$ to a P. O. C., thence run from said curve N $14^{\circ}53'07''$ E 175.0 feet, thence run N $85^{\circ}32'47''$ E 124.73 feet, thence run S $72^{\circ}45'27''$ E 115.82 feet, thence run N $77^{\circ}42'13''$ E 104.80 feet, thence run S $87^{\circ}51'07''$ E 212.0 feet, thence run N $06^{\circ}48'09''$ E 87.87 feet, thence run S $88^{\circ}35'23''$ E 250.49 feet, thence run S $55^{\circ}17'35''$ E 200.0 feet, thence run N $56^{\circ}24'53''$ E 300.0 feet, thence run N $86^{\circ}19'59''$ E 248.13 feet to a point on the West line of said Tuscawilla Unit 9, said point being S $00^{\circ}01'24''$ W 250.0 feet from the Northwest corner of Lot 39 of said Tuscawilla Unit 9, thence run S $00^{\circ}01'24''$ W 567.27 feet to the point of beginning. Containing 13.5734 Acres more or less.

FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
CASA PARK VILLAS

PAGE
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SEMINOLE CO. FL.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA PARK VILLAS is made this 16th day of May, 1984, by Urban of Tusawilla, Inc., a Florida corporation, as the Developer and owner of all the right, title, and interest, both legal and equitable, in and to certain Real Property described herein.

WITNESSETH:

WHEREAS, Urban of Tusawilla, Inc., a Florida corporation (hereinafter referred to as the "Developer"), is the owner in fee simple of all of the Real Property described as Casa Park Villas Phase I, according to the plat thereof, as recorded in Plat Book 29, Pages 34 through 35, Public Records of Seminole County, Florida (hereinafter referred to as the "Real Property");

WHEREAS, as owner of all right, title, and interest, both legal and equitable, in and to the Real Property, the Developer executed that certain Declaration of Covenants and Restrictions for Casa Park Villas on the 24th day of December, 1983, recorded on the 9th day of January, 1984 in Official Records Book 1515, Page 1957, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration");

WHEREAS, pursuant to Article X, Sections 5 and 7, the Developer as defined and described therein and herein reserved the right unto itself to amend, change, or add to the aforementioned Declaration in any way and at any time in its sole and absolute discretion for so long as it owned any portion of the Real Property;

WHEREAS, Developer desires to amend the legal description of the Real Property to except a small parcel of land; and

WHEREAS, the Developer is desirous of making certain amendments and modifications to the aforementioned Declaration as set forth below:

NOW, THEREFORE, URBAN OF TUSCAWILLA, INC., a Florida corporation, hereby declares that the Real Property described herein shall be held, sold, and conveyed subject to the following recitations, conditions, covenants, easements and restrictions, which shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding upon the Developer and each Owner of the Real Property or any part thereof, their heirs, personal representative(s), guardian(s), successors, or assigns.

1. Each and every of the foregoing recitations is adopted and recognized to be a true statement and is incorporated herein.

2. Article II, Section 1, entitled "Legal Description" is hereby amended by deleting all of the text thereof and inserting the following language:

"Section 1. Legal Description. The Real Property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida, and is more particularly described as follows:

All of Casa Park Villas Phase I, according to the plat thereof, as recorded in Plat Book 29, Page 34 and 35 of the Public Records of Seminole County, Florida, less and except the following described parcel: Commence at the Northeast corner of said Casa Park Villas Phase I thence run South 86° 19' 59" West 248.13 feet, thence run South 56° 24' 53" West 300.00 feet, thence run North 55° 17' 35" West 92.48 feet

This Instrument Was Prepared By:
PAUL R. DOUGELMAN
BROAD AND CASSEL
2699 Lee Road, Suite 205
Winter Park, Florida 32789

1
Return to:

all funds may be placed in interest bearing accounts or invested as Association shall direct.

3. Everything done by Management Firm in the way of management and maintenance under the provisions of this Agreement shall be done as agent for Association, and all obligations or expenses incurred in the performance of Management Firm's duties and obligations shall be for the account of, on behalf of and at the expense of Association. Management Firm shall not be obligated to make any advance to or for the account of Association or to pay any sum, except out of funds held or provided by Association or from its Members, nor shall Management Firm be obligated to incur any liability or obligation on account of Association without assurance that the necessary funds for the discharge thereof will be provided. Since Management Firm will be acting at all times for and on behalf of Association, it is understood and agreed that the public liability insurance carried and maintained by Association shall be extended to and shall cover Management Firm, its agents and employees, as well as Association, all at the expense of Association. Association agrees to indemnify and hold the Management Firm harmless from any and all liability for any injury, damage or accident to any Member of Association, a guest or invitee of any such Member, or to any third person and for property damage arising out of or in the course of the performance by Management Firm of its duties hereunder.

4. All of the foregoing management services to Association shall be rendered on a basis of "actual cost" and Association shall pay or reimburse Management Firm for all costs which may be incurred by Management Firm in providing services, materials and supplies to Association, including the cost of all employees of Management Firm for the time spent directly upon their performance of matters required by the terms of this Agreement, except that the Management Firm shall not be entitled to reimbursement for salaries of officers of Management Firm and general office overhead of Management Firm, as said items are actually included within the fee hereinafter provided to be paid to Management Firm.

5. Management Firm, by the execution of this Agreement, assumes and undertakes to perform, carry out and administer all of the duties and responsibilities imposed upon Association as set forth in the Covenants, except those that cannot be lawfully delegated. Such assumption of obligations is limited, however, to operation, management and maintenance as agent, and does not require Management Firm to pay any of the costs and expenses which are the obligation of the Association, except as specifically in this Agreement assumed by Management Firm.

6. This Agreement shall be in full force and effect for a term beginning on the date hereof and ending one (1) year after the conveyance to a purchaser of the title to the last Lot constructed on The Properties by Developer (or any of its affiliates), unless sooner terminated in accordance with Paragraph 7 hereof.

7. In the event that Association defaults in failing to make the payments required to be made hereunder or to otherwise perform its obligations hereunder, or by continuing to violate any law, ordinance or statute after notice from the appropriate governmental authority and after having failed to commence to resist or test such ordinance or statute by appropriate legal action, then, upon the giving of thirty (30) days' written notice by Management Firm, unless such default is cured within such 30-day period, or, if the default involves a violation of law, unless reasonable steps have been taken to comply with the provi-

sion, the Management Firm shall have the right to cancel this Agreement. Anything to the contrary herein notwithstanding, this Agreement shall automatically terminate thirty (30) days after the Class B Membership of the Association is terminated and the Class A Members elect the Board of Directors of the Association as contemplated in the Covenants. Because of the desire of the Developer to maintain uniform standards of maintenance and enforcement throughout the Development, however, this Agreement cannot be cancelled by Association except for breach by Management Firm (which is an affiliate of the Developer) of its obligation to perform and then only if such breach is not cured within ninety (90) days of receipt of written notice thereof from Association, unless such cure would require additional time to effect, in which case the period within which such cure must be effected shall be extended appropriately. In the event of termination, the Management Firm shall be entitled to its pro rata fee and to reimbursement of all costs incurred or contracted for to the date of termination.

8. In addition to all actual costs which the Association shall pay the Management Firm for its services above set forth, and as and for a fixed fee for its services to be performed hereunder, the Association hereby agrees to pay Management Firm, monthly in advance, a sum of money calculated at the greater of (A) 4 (%) percent of the operating maintenance budget of the Association per annum, payable, in equal monthly installments during each year of this Agreement (which fee shall be recalculated on a quarterly basis and adjusted in accordance with variations in the Association's budget), or (B) \$5,400.00 per annum, payable in equal monthly installments during each year of this Agreement, for each Lot located from time to time on The Properties described in the aforementioned Covenants commencing for each such Lot from the first day of the month in which its Certificate of Occupancy is issued.

9. All actual costs incurred by Management Firm for Association shall be paid monthly on or before the first day of each month, or reimbursed to Management Firm at such time. Payment of fees and compensation to Management Firm shall be due, in advance, on the first day of each and every month during the term hereof.

10. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

11. It is hereby disclosed that the Management Firm is an affiliate of the Developer and that substantially all of the equity interest of the Management Firm is owned by the same principals as own the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year aforesaid.

CASA PARK VILLAS OF TUSCAWILLA
HOMEOWNERS' ASSOCIATION, INC.

By: _____

(CORPORATE SEAL)

URBAN MANAGEMENT COMPANY
INCORPORATED

By: _____

(CORPORATE SEAL)



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on January 10, 1984

The charter number for this corporation is N00827

A NON-PROFIT CORPORATION

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 11th day of January 1984



George Firestone
Secretary of State

WP-104 CER-101

PAUL R. GOUGELMAN
BROAD AND CASSEL
2600 Leu Road, Suite 205
Winter Park Florida 32789

FILED

ARTICLES OF INCORPORATION

JAN 10 4 28 PM '88
SECRETARY OF STATE
MIAMI, FLORIDA

SEMINOLE CO. FL.

1547 1347

OFFICIAL RECORDS
BOOK PAGE

OF

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be the CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Casa Park Villas recorded (or to be recorded) in the Public Records of Seminole County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or

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entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B membership shall cease and terminate one (1) year after the last Lot within The Properties has been sold and conveyed by Developer (or its affiliates), or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. ^{SEWOLE CO. FL.} ~~The names~~ and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Alan H. Ginsburg	1301 Winter Springs Boulevard Winter Springs, Florida 32708
Steve T. Koss	507 Bluelake Circle Longwood, Florida 32750
Robert C. Rohdie	546 Valley Road Upper Montclair, NJ 07043

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until suc-

cessors are duly elected and have taken office, shall be as follows:

SEMINOLE CO. FL.

<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
Alan H. Ginsburg	1301 Winter Springs Boulevard Winter Springs, Florida 32708
<u>Vice-President:</u>	
Steve T. Koss	507 Bluelake Circle Longwood, Florida 32750
<u>Secretary-Treasurer:</u>	
Robert C. Rohdie	546 Valley Road Upper Montclair, NJ 07043

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed by the Board of Directors and, after notice to Members within the time and in the manner provided for in Chapter 617 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effected thereby, thereafter shall be submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of a majority of the Members).

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

ARTICLE IX

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is: Urban of Tusawilla, Inc., 1301 Winter Springs Boulevard, Winter Springs, Florida 32708.

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee,

officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. The provisions of this Article X shall not be amended.

FILED

ARTICLE XI

REGISTERED AGENT

JAN 10 4 29 PM '83

Until changed, Alan H. Ginsburg shall be agent of the Association and the registered office shall be at 1301 Winter Springs Boulevard, Winter Springs, Florida 32708.

SECRETARY OF STATE
CHRISTINE B. STEPLEN
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the said incorporator has caused a duly authorized officer to hereunto set his hand and the corporate seal on behalf of the Corporation this 14 day of DECEMBER 1982.

1547 1352
OFFICIAL RECORDS
PAGE
Seminole Co. FL.

URBAN OF TUSCAWILLA, INC.

By: [Signature]
President

(CORPORATE SEAL)

STATE OF Fla)
COUNTY OF Seminole) SS:

The foregoing instrument was acknowledged before me this 24th day of December, 1982 by Alan Ginsburg Pres. of URBAN OF TUSCAWILLA, INC., a Florida corporation.

[Signature]
NOTARY PUBLIC
State of Fla at Large

My Commission Expires:

My commission expires March 24, 1985
Bonded thru Lawyers Surety Corp.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.


JAN 10 4 28 PM '83

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of Longwood, County of Seminole, State of Florida, the corporation named in said articles has named Alan H. Ginsburg, located at 1301 Winter Springs Boulevard, City of Winter Springs, County of Seminole, State of Florida, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


ALAN H. GINSBURG,
REGISTERED AGENT

Dated this 24 day of Dec.,
1983.

1547 1353
BOOK OFFICIAL RECORDS
PAGE
SEMINOLE CO. FL.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of

CASA PARK VILLAS MASTER ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on January 10, 1984

The charter number for this corporation is N00826

A NON-PROFIT CORPORATION

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of January 1984



George Firestone
Secretary of State

WP-104 CER-101

FILED

ARTICLES OF INCORPORATION

JAN 13 4 28 PM '64
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

CASA PARK VILLAS MASTER ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be CASA PARK VILLAS MASTER ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the MASTER COVENANTS FOR CASA PARK VILLAS recorded (or to be recorded) in the Public Records of Seminole County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in the Development and to maintain the Common Areas thereof for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all those Owners of Lots located on The Properties with the exception of (i) the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it otherwise would qualify) and (ii) the Class C Members (as long as the Class C membership shall exist, and thereafter, the Class C Member shall become a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time, provided that the Class B membership shall cease and terminate one (1) year after the last Lot within the Development owned by Developer has been sold and conveyed and all other portions of the Development owned by Developer have been conveyed to third-parties, or at any time prior to that date at the election of the Developer.

Class C. The Class C Member shall be the Other Owner. The Class C Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time (that is, in the aggregate, Class C Members shall have the same number of votes as the Class B Member). The Developer has an option to acquire the Other Owner's Properties. In the event the Developer acquires the Other Owner's Properties, within thirty (30) days of the transfer of title to said property to Developer, Developer shall record a supplement to this Declaration providing that the Class C membership shall cease to exist. The Class C Member shall not come into existence, and therefore shall have no right to vote, until a supplement to this Declaration effectuating such voting rights and requiring the commencement of the Class C Member's obligation to pay assessments for the number of Lots located on the Other Owner's Properties (but in no event for less than 1.2 Lots), which supplement shall be recorded by Developer (without the necessity of the joinder of the Other Owner) in the Public Records of Seminole County within thirty (30) days of the expiration of the Developer's option to acquire the Other Owner's Properties.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Alan H. Ginsburg	1301 Winter Springs Boulevard Winter Springs, Florida 32708
Steve T. Koss	507 Bluelake Circle Longwood, Florida 32750
Robert C. Rohdie	546 Valley Road Upper Montclair, NJ 07043

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Development or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
Alan H. Ginsburg	1301 Winter Springs Boulevard Winter Springs, Florida 32708
<u>Vice-President:</u>	
Steve T. Koss	507 Bluelake Circle Longwood, Florida 32750
<u>Secretary-Treasurer:</u>	
Robert C. Rohdie	546 Valley Road Upper Montclair, NJ 07043

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed by the Board of Directors and after notice to Members within the time and in the manner provided for in Chapter 617 of the Florida Statutes setting forth the proposed amendment or a summary of the changes to be effective thereby, thereafter shall be submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of a majority of the Members).

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

ARTICLE IX

INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is: Urban of Tuscawilla, Inc., 1301 Winter Springs Boulevard, Winter Springs, Florida 32708.

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a

director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4. The provisions of this Article X shall not be amended.

ARTICLE XI

REGISTERED AGENT

Until changed, Alan H. Ginsburg shall be the registered agent of the Association and the registered office shall be at 1301 Winter Springs Boulevard, Winter Springs, Florida 32708.

IN WITNESS WHEREOF, the said incorporator has caused a duly authorized officer to hereunto set his hand and the corporate seal on behalf of the corporation this 24 day of December, 1985.

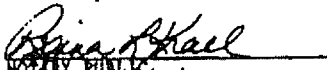
URBAN OF TUSCAWILLA, INC.

By:  President

[Corporate Seal]

STATE OF Fla)
COUNTY OF Tuscaloosa) SS:

The foregoing instrument was acknowledged before me this 24th day of December, 1985 by Alan H. Ginsburg, as President of Urban of Tuscaloosa, Inc., a Florida corporation.


NOTARY PUBLIC
State of Fla at Large

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.


FILED
JAN 16 4 22 PM '33

SECRETARY OF STATE
MIAMI, FLORIDA

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of Longwood, County of Seminole, State of Florida, the corporation named in said articles has named Alan H. Ginsburg, located at 1301 Winter Springs Boulevard, City of Winter Springs, County of Seminole, State of Florida, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


ALAN H. GINSBURG,
REGISTERED AGENT

DATED this 14 day of Dec.,
1933.

