

SCHEDULE A TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CASA PARK VILLAS

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

2. The personal property of Owners must be stored in their respective units or in outside storage areas (if any are provided by Developer).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. No Owner shall permit anything to fall, nor sweep or throw, from the Unit any dirt or other substance onto the Lot or Common Areas.

5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

6. No motor vehicle which cannot operate on its own power, boats, recreational vehicles or trailers shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration.

7. No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

10. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

11. No vegetable gardens shall be permitted except in fully enclosed patio areas.

12. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas.

14. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

15. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit.

16. All persons using any pool on the Common Areas (if any) shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances. All persons using the pool, pool area or bath house (if any) shall comply with all rules promulgated by the Board of Directors from time to time and posted in the pool area.

17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

18. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than one (1) household pet not exceeding 29 pounds be permitted for each Lot. No pet shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

(b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

19. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

20. These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

DECLARATION OF COVENANTS AND RESTRICTIONS
CASA PARK VILLAS

Article VII Section 20. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. Each Owner wishing to lease his Lot and Unit must give prior written notice to the Association of such fact and the names and addresses (and other such information required from time to time by the Association) of the Occupants under such lease. The Association has the right (but not the obligation) to promulgate standard provisions to be included in all lease forms, in which case all leases must include such standard provisions or be deemed to include same. Furthermore, the Association reserves the right to reject for reasonable cause any proposed lease of a Lot and Unit, and if so rejected, no such lease shall be permitted.

JOINT ACTION BY
UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS AND BOARD OF DIRECTORS OF
CASA PARK VILLAS MASTER
ASSOCIATION, INC.,
a Florida not-for-profit corporation

The undersigned, being all of the members of the Board of Directors of and members of the Casa Park Villas Master Association, Inc., hereby consent to the following action by the Corporation and instruct the Secretary of the Corporation to enter this certificate in the minutes of the proceedings of the Board and the general membership:

RESOLVED AS FOLLOWS:

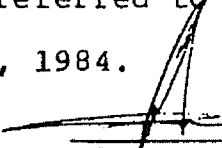
1. Pursuant to Sections 617.051(2) and 617.053, Florida Statutes, (1983), a Plan of Merger, as attached, is hereby found to be in the best interests of this Corporation and adopted and approved by the Board of Directors and the general membership of the Corporation.

2. The attached Articles of Merger are hereby adopted and approved by the general membership and the Board of Directors.

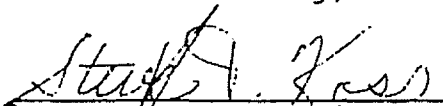
3. The Board of Directors and the general membership hereby waive any right of notice regarding review or adoption of the Plan of Merger and Articles of Merger.

Execution of this Certificate by the undersigned, being all of the members of the Board of Directors and all members of the Corporation, pursuant to Sections 607.134, 607.394, and 617.002, Florida Statutes (1983), and the subsequent insertion of this Certificate in the minute book of the Corporation, prior to the taking of the action authorized by this Certificate, waives any requirement of a formal meeting of the general membership and the Board to conduct the business referred to herein.

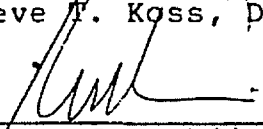
Dated this 18th day of May, 1984.



Alan H. Ginsburg, Director



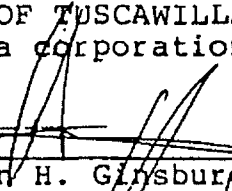
Steve T. Koss, Director

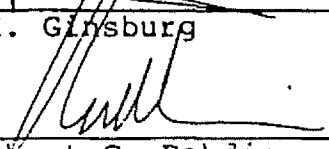


Robert C. Rohdie, Director

APPROVAL BY SOLE MEMBER OF
CORPORATION:

URBAN OF TUSCAWILLA, INC., a
Florida corporation

By: 
Alan H. Ginsburg

Attest: 
Robert C. Rohdie,
Secretary

PLAN OF MERGER

FILED

1984 AUG -2 PM 3:22

THIS PLAN OF MERGER is dated this 18th day of May 1984, between Casa Park Villas of Tusawilla Homeowners' Association, Inc., hereinafter sometimes called the surviving corporation, and Casa Park Villas Master Association, Inc., hereinafter sometimes called the absorbed corporation.

WHEREAS, the surviving corporation is a corporation organized and existing under the laws of the State of Florida, with its principal office located at 1301 Winter Springs Boulevard, Winter Springs, Florida 32708;

WHEREAS, the surviving corporation has as its sole member the owner of all lots in Casa Park Villas Phase I, according to the plat thereof, as recorded in Plat Book 29, Pages 34 and 35, Public Records of Seminole County, Florida, which is Urban of Tusawilla, Inc.;

WHEREAS, the absorbed corporation is a corporation organized and existing under the laws of the State of Florida with its principal office at 1301 Winter Springs Boulevard, Winter Springs, Florida 32708;

WHEREAS, the absorbed corporation has as its sole member the owner of all lots in Casa Park Phase I, according to the plat thereof as recorded in Plat Book 29, Pages 34 through 35, Public Records of Seminole County, Florida, which is Urban of Tusawilla, Inc.; and

WHEREAS, the Boards of Directors and members of the constituent corporations deem it desirable and in the best interests of the corporations and their members that Casa Park Villas Master Association, Inc. be merged into Casa Park Villas of Tusawilla Homeowners' Association, Inc. pursuant to the provisions of Sections 617.051, 617.053, and 617.054, Florida Statutes.

NOW, THEREFORE, in consideration of Five and No/100 (\$5.00), the mutual covenants hereof, and other valuable and diverse considerations, the receipt and sufficiency all of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

Section 1. Merger. The absorbed corporation shall merge with and into Casa Park Villas of Tusawilla Homeowners' Association, Inc., which shall be the surviving corporation.

Section 2. Terms and Conditions. On the effective date of the merger the separate existence of the absorbed corporation shall cease, and the surviving corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the

property, real, personal, and mixed of the absorbed corporation, without the necessity for any separate transfer. The surviving corporation shall thereafter be responsible and liable for all liabilities and obligations of the absorbed corporation, and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger. To the knowledge of the general membership and members of the Board of Directors of both the absorbed and surviving corporations there are no known liabilities or obligations of the absorbed corporation.

Section 3. Conversion of Membership. All members of the absorbed corporation are also members of the surviving corporation, and whatever membership rights that the members of the absorbed corporation shall have that shall be exclusive to the rights of the members of the surviving corporation, shall be merged into and absorbed by the surviving corporation.

Section 4. Changes in Articles of Incorporation. The Articles of Incorporation of the surviving corporation shall continue to be its Articles of Incorporation following the effective date of the merger without any changes.

Section 5. Changes in Bylaws. The Bylaws of the surviving corporation shall continue to be its Bylaws following the effective date of the merger without any changes.

Section 6. Directors and Officers. The directors and officers of the surviving corporation on the effective date of the merger shall continue as the directors and officers of the surviving corporation for the full unexpired terms of their offices and until their successors have been elected and qualified.

Section 7. Prohibited Transactions. Neither the surviving corporation nor the absorbed corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than the ordinary course of business, except that the absorbed and surviving corporations may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section 8. Approval by General Membership. This plan of merger herewith has been submitted on May 18, 1984 for the approval of the general membership of both the absorbed and the surviving corporations in the manner provided for by the applicable laws of the State of Florida, and the general membership of the surviving corporation and the absorbed corporation hereby waive any notice and by executing this plan of merger adopt this plan in its totality.

Section 9. Effective Date of Merger. The effective date of this merger shall be on the date when the Articles of Merger are filed with the Secretary of State of the State of Florida.

Executed on behalf of the parties by their officers, sealed with their corporate seals and attested to by their respective Secretaries pursuant to the authorization of the respective Boards of Directors on the date first above written and approved by the general membership of both the surviving and absorbed corporations.

ABSORBED CORPORATION:

CASA PARK VILLAS MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
ALAN H. GINSBURG, President

Attest: [Signature]
ROBERT C. ROHDIE,
Secretary-Treasurer

SURVIVING CORPORATION:

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
ALAN H. GINSBURG, President

Attest: [Signature]
ROBERT C. ROHDIE,
Secretary-Treasurer

APPROVAL OF SOLE MEMBER OF SURVIVING CORPORATION:

URBAN OF TUSCAWILLA, INC., a Florida Corporation

By: [Signature]
ALAN H. GINSBURG, President

Attest: [Signature]
ROBERT C. ROHDIE,
Secretary

ARTICLES OF MERGER

FILED

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC.

1984 AUG -2 PM 3:21

CASA PARK VILLAS MASTER ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, for the purpose of merging two Florida not-for-profit corporations in accordance with the laws of the State of Florida, acknowledge and file these Articles of Merger in the Office of the Secretary of State of the State of Florida.

1. The undersigned corporations, being validly and legally formed under the laws of the State of Florida, have adopted a plan of merger.

2. The name of the surviving is Casa Park Villas of Tuscawilla Homeowners' Association, Inc.

3. The Plan of Merger of the undersigned corporations was adopted pursuant to Sections 617.051(2), 617.053, and 617.054, Florida Statutes (1983).

4. The Plan of Merger will become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

5. No changes in the Articles of Incorporation of the surviving corporation, Casa Park Villas of Tuscawilla Homeowners' Association, Inc. have been made.

6. The Plan of Merger and these Articles of Merger were duly adopted by Joint Action By Unanimous Written Consent of all members of the Board of Directors and all members of Casa Park Villas of Tuscawilla Homeowners' Association, Inc. on May 18, 1984.

7. The Plan of Merger and these Articles of Merger were duly adopted by Joint Action by Unanimous Written Consent of all members of the Board of Directors and all members of Casa Park Villas Master Association, Inc. on May 18, 1984.

8. The Plan of Merger adopted the 18th day of May, 1984 between the surviving corporation, Casa Park Villas of Tuscawilla Homeowners' Association, Inc., and the absorbed corporation, Casa Park Villas Master Association, Inc. is attached hereto and incorporated herein as if fully set forth herein, and the two corporations shall merge pursuant to this Plan.

Executed by the parties hereto through their duly authorized corporate officials this 25th day of July, 1984.

CASA PARK VILLAS MASTER ASSOCIATION, a Florida Not-for-Profit Corporation

By: [Signature]
Alan H. Ginsburg, President

Attest: [Signature]
Robert C. Rohdie,
Secretary

(Corporate Seal)

CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, INC., a Florida Not-for-Profit Corporation

By: [Signature]
Alan H. Ginsburg, President

Attest: [Signature]
Robert C. Rohdie,
Secretary

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of July, 1984, by Alan H. Ginsburg, as President of CASA PARK VILLAS MASTER ASSOCIATION, a Florida Not-for-Profit Corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

State of Florida at Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 18, 1985
Bonded By National Fire Insurance Co. of Hartford

STATE OF FLORIDA

O.R. 1569 PG 1712

COUNTY OF Large

The foregoing instrument was acknowledged before me this 20th day of July, 1984, by Robert C. Rohdie, as Secretary of CASA PARK VILLAS MASTER ASSOCIATION, a Florida Not-for-Profit Corporation, on behalf of the corporation.

James Lee Smith
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 13, 1986
Bonded By National Fire Insurance Co. of Hartford

STATE OF FLORIDA

COUNTY OF Large

The foregoing instrument was acknowledged before me this 20th day of July, 1984, by Alan H. Ginsburg, as President of CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, a Florida Not-for-Profit Corporation, on behalf of the corporation.

James Lee Smith
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 13, 1986
Bonded By National Fire Insurance Co. of Hartford

STATE OF FLORIDA

COUNTY OF Large

The foregoing instrument was acknowledged before me this 20th day of July, 1984, by Robert C. Rohdie, as Secretary of CASA PARK VILLAS OF TUSCAWILLA HOMEOWNERS' ASSOCIATION, a Florida Not-for-Profit Corporation, on behalf of the corporation.

James Lee Smith
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 13, 1986
Bonded By National Fire Insurance Co. of Hartford